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JS-6

10 Attorneys for Plaintiff
11 FOREVER 21, INC.

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

14 FOREVER 21, INC., a Delaware
15 Corporation,

16 Plaintiff,

17 vs.

18 APPAREL WEB LLC, a California
19 Limited Liability Company, also doing
20 business as APPAREL SHOWROOM,
21 APPAREL SHOWROOM DOT COM,
22 APPAREL SHOWROOM.COM, INC.,
23 and WWW.APPARELSHOWROOM.
24 COM,

25 Defendant.

No.: CV10-00804-VBF(Ex)

**STIPULATED FINAL JUDGMENT
FOR ISSUANCE OF PERMANENT
INJUNCTION**

REED SMITH LLP

A limited liability partnership formed in the State of Delaware

1 The Court, having considered all papers and pleadings on file in this
2 action, including the parties' Stipulation for Re Settlement of Action and For Entry of
3 Final Judgment of Permanent Injunction and [Proposed] Order Thereon, and having
4 determined that the parties having stipulated to the entry of final judgment,

5
6 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

7
8 1. Defendant Apparel Web LLC, also doing business as Apparel
9 Showroom, Apparel Showroom Dot Com, Apparel Showroom.com, Inc., and
10 www.apparelshowroom.com, and all of its agents, employees, officers, attorneys,
11 representatives and all other persons acting in concert or participation with them or at
12 Apparel Web LLC's direction, and each of them (hereinafter, individually and
13 collectively, "Apparel Web" or "the Apparel Web Defendants"), are permanently
14 enjoined from ever doing, attempting, or causing to be done, whether directly or
15 indirectly, by any means, method, or device whatsoever, the following:

16
17 (a) The import, export, manufacture, reproduction, assembly,
18 acquisition, purchase, offer, sale, transfer, brokerage, consignment, distribution,
19 storage, shipment, marketing, advertising or promotion of any Forever 21
20 product, unless Apparel Web is first authorized to do so in writing by an officer,
21 director or managing agent of Forever 21, Inc. ("Forever 21").

22
23 (b) The import, export, manufacture, reproduction, assembly,
24 acquisition, purchase, offer, sale, transfer, brokerage, consignment, distribution,
25 storage, shipment, marketing, advertising or promotion of any product which
26 infringes any of the Forever 21 Designs identified in **Attachment A** hereto, or
27 in any written update to **Attachment A** provided to Apparel Web to Forever 21,
28 or any copyright which Forever 21 notifies Apparel Web in writing is a

1 registered copyright of Forever 21 which Apparel Web is not authorized to use
2 (individually and collectively, "Forever 21 Copyright");
3

4 (c) The import, export, manufacture, reproduction, assembly,
5 acquisition, purchase, offer, sale, transfer, brokerage, consignment, distribution,
6 storage, shipment, marketing, advertising or promotion of any product which
7 infringes any Forever 21 trademark and/or trade name identified in
8 **Attachment B** hereto, or in any written update to **Attachment B** provided to
9 Apparel Web by Forever 21, or any trademark which Forever 21 notifies
10 Apparel Web in writing is a trademark of Forever 21 which Apparel Web is not
11 authorized to use (individually and collectively, "Forever 21 Trademark");
12

13 (d) The infringing use, in any manner whatsoever, of any Forever 21
14 Copyright or any Forever 21 Trademark, including, specifically, as follows:
15

16 (i) on or in conjunction with any product; and
17

18 (ii) in, on or in conjunction with any advertising, promotional
19 materials, labels, hangtags, packaging, websites or other internet materials.
20

21 2. If Apparel Web, or any of its agents, employees, officers, representatives
22 or other persons acting in concert or participation with them, or at Apparel Web's
23 direction, breach any of the terms of this Stipulated Final Judgment for Entry of
24 Permanent Injunction (the "Stipulated Permanent Injunction"), Forever 21 shall have
25 the right to recover sanctions against Apparel Web including, but not limited to,
26 sanctions for contempt of court.
27
28

3. If Forever 21 so elects, in lieu of recovering compensatory damages from Apparel Web for breach of this Stipulated Final Judgment, it shall recover from the Apparel Web liquidated damages in the amount of One Hundred Thousand Dollars (\$100,000.00) for each incident or occurrence which constitutes a breach of this Stipulated Final Judgment. For purposes of this Stipulated Final Judgment, among other things, each sale or use by or on behalf of Apparel Web of any of the Forever 21 Designs or the Forever 21 Trademarks identified in **Attachment A** and/or **Attachment B** of this Agreement or any written updates to those schedules provided to Apparel Web by Forever 21 shall constitute a separate incident or occurrence.

4. Forever 21 shall recover from Apparel Web all attorneys' fees and costs incurred in seeking enforcement of this Stipulated Final Judgment and/or in seeking any remedy based upon the failure of Apparel Web to comply herewith.

5. This is a Final Judgment and is enforceable upon entry. The parties have waived findings of fact, conclusions of law, a statement of decision, and any right to set aside this Judgment, appeal herefrom, seek a new trial, or otherwise contest the validity of this Judgment in any way whatsoever.

6. Service on counsel for Apparel Web or any then current member, manager or officer of Apparel Web of a copy of this Judgment shall constitute notice to Apparel Web.

Dated: February 3, 2011




HONORABLE VALERIE BAKER FAIRBANK
UNITED STATES DISTRICT COURT JUDGE

1 Presented by:

2 REED SMITH LLP

3
4 By


Kathyleen A. O'Brien
Attorneys for Plaintiff
FOREVER 21, INC.

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

ATTACHMENT A

ATTACHMENT A

FOREVER 21 DESIGNS
SCHEDULE AND IMAGES OF COPYRIGHTS

<u>Title of Work</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Description: Graphic Design</u>
TWDI01	VA 1-693-087	Dec. 16, 2009	Disco shoes graphic design
TWAB02	VA 1-693-089	Dec. 16, 2009	Hippo ballerina graphic design
TWBA01	VA 1-693-093	Dec. 16, 2009	Tights/ballet shoes graphic design
TWDI02	VA 1-693-096	Dec. 16, 2009	Corset graphic design
TBFA01	VA 1-693-097	Dec. 16, 2009	Lips graphic design

ATTACHMENT B

ATTACHMENT B
SCHEDULE OF TRADEMARKS

<u>Registered Trademarks</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
FOREVER 21	2,583,457	June 18, 2002
FOREVER 21	2,836,546	April 27, 2004
FOREVER 21	2,913,132	December 21, 2004
FOREVER 21	2,067,637	June 3, 1997
XXI	2,873,174	August 17, 2004
XXI	2,914,810	December 28, 2004
XXI	2,842,184	May 18, 2004
HERITAGE 1981	3,447,097	June 10, 2008
FORLOVE21	3,140,565	September 5, 2006
FORLOVE21	3,140,561	September 5, 2006
LOVE & BEAUTY	3,794,963	May 25, 2010
LOVE 21	3,775,903	April 13, 2010
TWELVE BY TWELVE	3,518,050	October 14, 2008
FOREVER STATIONERY	3,689,946	September 29, 2009
FOREVER XXI	2,889,536	September 28, 2004
FOREVER XXI	2,940,346	April 12, 2005
FASHION 21	2,848,238	June 1, 2004

Common Law Trademarks

TWENTY ONE and Bird Design

XXI and Bird Design

Common Law Trademarks

I ♥ H81

F21

HTG81

FAITH 21

I LOVE H81

2.1 DENIM

LIFE IN PROGRESS

JOY21

PEACE 21

21 MEN

TWENTYONE MEN

SOPHIE & ME

CEREAL